

1907-009 Chancery Causes: Adm. of M. C. Parsons vs. Henry Nicoll
Lee Co.

Jessee

1 Plat

CA-Contract Dispute
T-Property

To the Honorable H. A. W. SKEEN, Judge of the CIRCUIT COURT
for Lee County, Virginia:

Humbly complaining, your orator, J. C. Jessee administrator of the estate of M. C. Parsons deceased will show your honor that the said M. C. Parsons in his life then contracted and sold to one Henry Nicoll a tract of land in Lee County known as the Elk Knob Farm; that by the terms of said contract the said Nicoll was to have eleven years in which to pay the balance of the purchase price on said land, part having been paid down, bearing interest at the rate of three per cent per annum. After the making of said contract for the sale of said land the said M. C. Parsons died intestate, and before said contract was specifically executed. Suit was afterwards instituted by the administrator of the said Parsons and said contract was decreed to be specifically executed. A great many proceedings were had in this suit and among others proceedings thus had the administrator of the said Parsons was permitted to sell the notes then remaining unpaid still due by the said Nicoll in order to raise money to meet the exigency of said estate which by the terms of this decree permitted a sale of the unpaid installments as aforesaid. Said administrator was expressly directed to reserve the interest that might thereafter accrue on said installments, said administrator strictly complied with this decree and he sold the then remaining unpaid installments by preserving for the benefit of his decedent of the estate the accrued interest. Afterwards the said Henry Nicoll paid off said installments thus sold to the purchase thereof but did not pay the interest then accumulated or which might thereafter accumulate and after so paying off said installments he claimed that they discharged the interest which would thereafter become due according to the terms of said contract and in this attitude your orator applied to the circuit court of Lee County for a decree directing the said Nicoll to pay to him the interest then accumulated on said installments so sold as aforesaid, which decree was granted by the Court and entered on 6th day of November, 1903 in the chancery cause then and now pending in the Circuit Court for Lee County under the style of J. C. Jessee administrator of M. C. Parsons deceased vs Henry Nicoll, and by this decree the Court ascertained that there was then due all

unpaid interest the following sums, to-wit: the sum of \$135.00 for the unpaid interest on \$4500.00 for the year 1901 which became due and payable Dec. 1, 1901 on which there had been paid the sum of \$40.00; that there was due the sum of \$102.00 being the interest on \$3400.00 for the year 1902 which became due and payable on the 1st day of December 1902; that there would become due the sum of \$69.00 on the 1st day of December, 1903 being the interest on \$2300.00 for the year 1903; that there would become due on the first day of December 1904 the sum of \$36.00 being the interest on \$1200.00 for the year 1904, and that there would become due on the first day of December 1905 the sum of \$3.00 being the interest on \$100.00 for the year 1905 and the Court further directed that unless said sums was paid within a given length of time that D. C. Sewell a commissioner formerly appointed in said clause should proceed to sell a sufficiency of the land known as the Elk Knob Farm to pay and satisfy the same and it was further adjudged by the Court in said decree that each and every of said sums therein decreed instituted a lien on Elk Knob farm sold by the said M. W. Parson to the said Nicoll all of which will more fully and at large appear from a certified copy of said decree herewith filed as a part whereof marked exhibit " A".

Your orator will now further show your honor that said sums and neither of them have ever been paid but each and every one of them and every part thereof are still due and unpaid; that commissioner Sewell never executed said decree for the reason, as your orator is informed, that as soon thereafter the papers in said cause were lost or mislaid so that the same could not be found and said papers as your orator is informed are still lost or mislaid and that although dilligent search has been made for them they cannot be found.

Your orators further shows your honor that after said papers were lost the said Nicoll very strenuously objected to anything further being done in said cause until said papers were either found or supplied. In this attitude it becomes necessary for your orator, as he is informed, to either supply said papers or institute a new suit on said decree and asking for its specific execution and the enforcement of said lien against said land. Your orator will further show your honor that the record in this cause was very voluminous and that it would be extremely costly as well as practically impossible to supply said record.

Now the object of this bill is to enforce said decree and being without remedy at law and proper relievable in a court of equity. The prayer of your orator is that your honor setting as a chancellor to take cognizance of his ~~case~~ ^{Cause} and grant him proper relief, ^{treating} This bill has an original bill for the enforcement of the lien of said sums and a specific execution of said decree, ^{treating it} as a bill reviving the original ~~case~~ ^{Cause} and treating this ~~case~~ in lien thereof; and to this end he makes Henry Nicoll the party defendant to this bill and prays that he be required to answer the same but not under oath, answer under oath being expressly waived, and that a commissioner be appointed to ascertain all liens existing upon said land, your orator being informed that there were other liens upon the land, that in the ascertainment of said liens this particular lien be given priority of all others and being for a part of the purchase price of said land and that upon a final hearing a decree be given him for said several sums so as above shown to be ^{due} to him with interest on each of them from the time they became due, and for all other relief both specific and general warranted by the merits of his ~~cause~~ ^{cause}.

And in duty bound he will ever pray &c.

Turean & Bridgman P2

J. C. Jesse, Admr.
vs. { Bill in Chy.
Henry Nicoll

Filed Dec. 8 1906.

H. C. D. Ewing, Clerk.

1907 2nd January Ruler

Bill filed, Dpa. 14.
sent to D. N.

" 1st February Ruler

D. N. Confirmed &
Cause set for hear-
ing.

Clk. \$5.63

Costs recovered by
Df.

Plaintiff's
Costs \$2.50

Plaintiff's
Costs 2.00

Costs to be paid by

J. C. JESSEE, ADMINISTRATOR OF
C. M. PARSONS, DECEASED,

-vs-

DEMURRER OF HENRY NICOLL TO BILL OF COMPLAINT

HENRY NICOLL.

-----cOo-----

To the Honorable H. A. W. Skeen, Judge of the
Circuit Court of Lee County, Virginia:

The demurrer of Henry Nicoll to the bill of complaint in the above styled cause. The defendant says that said bill is not sufficient in law to require him to answer, and for demurrer thereto the said defendant says,

FIRST: That the purpose of said bill as shown upon its face, is to enforce a decree in a suit in equity now depending in your Honor's court, and which has been depending for more than three years, in which said decree a Commissioner, to-wit, D. C. Sewell, has been appointed and directed to sell the land mentioned in said decree, or a sufficient portion thereof, to pay the claim of the said complainant. Said decree is a matter of record and may be executed by said Commissioner, regardless of the fact that the papers in the original cause has been mislaid or lost. The mere objection of the defendant to the execution of said decree, until the original papers in the cause are found, constitute no valid reason why the said Commissioner should not perform the order of the Court. Instead of the bill like the complainant has filed in this cause, all that would have been necessary to enforce the lien mentioned in said decree, would be a

rule against said Commissioner to show cause why he has not executed the same, or ask for a new Commissioner to be appointed to execute said decree.

SECOND: It is not sufficient grounds for the filing of a new bill to execute a decree pending in the court, merely because the papers in said cause have been mislaid or lost. Before a new bill is allowed to be filed in such cases, it must be shown that it is impossible to supply the papers in the original cause, or there must have been a final decree in that cause and the same stricken from the docket.

Still insisting upon the above demurrer the respondent says, that in answer to said bill of complaint, or so much thereof as he is advised is material to answer, answering says,

1st- It is true that respondent purchased from M. C. Parsons, in his life time, a tract of land in Lee County, Virginia, known as the Elk Knob farm, and that by the terms of said contract this respondent was to have eleven (11) years in which to pay the balance of the purchase price thereon, part having been paid down. It is further true that after the making of said contract for the sale of said land, the said C. M. Parsons died intestate, and before said contract was specifically executed. Respondent says that he supposes that it is also true that the complainant, as Administrator of the estate of said Parsons, instituted a suit for the specific execution of said contract, and that a great many proceedings were had thereon, but just what those proceedings were this respondent is unable to say, having never been able to see the original papers filed in said cause, or learn of any of the proceedings had therein, except such as

is shown in the decree entered therein, and if the same was lost or mislaid it is no fault of his, having never had them in his possession, and he knows nothing of their whereabouts.

Page 2
Respondent says that it is further true that the said complainant was permitted to sell the notes remaining unpaid by this respondent on said land as a part of the purchase price thereon; that said Administrator did sell said notes, and that all of said notes has long since been paid by this respondent, and that too, before any of the interest mentioned in said decree and in the complainants said bill, had accumulated thereon, and that the Court had no jurisdiction of said matter, after the principal had been paid, to decree that said respondent should pay interest that had not accrued; that said decree is not only voidable, but absolutely void in so much thereof as it undertakes to say that this respondent shall pay interest before that interest matures or has accrued, when he had in fact paid the principal sums and all interest that had accrued thereon before the said decree was entered.

This respondent ^{Says} ~~denies~~ that if said decree constitutes a valid and subsisting lien upon the respondent's Elk Knob farm, then he denies that the bill of the complainant was necessary or proper in order that that lien might be enforced, and that it is manifestly unfair and unjust to permit the complainant to harrass this respondent with this new suit, unless it is absolutely impossible to execute said decree without it, and he insists that the said bill be dismissed and that he be allowed his reasonable cost in this behalf expended. *And if necessary he asks that this answer be treated as a petition to rehear said decree.*

Or & Ack for Respondent.

Paragraph 2. of said answer is expected to be
offering no defense. because it attempts to
know this Court say that the Court said
in a former decree in the old case of
Parsani's Adv. vs Nicol when no appeal was
taken from said decree.

Dear Mr. & Caroline
 Love P. P.

Edmund Neal
Oct. 3. And returns.
J. W. Pease returns &c.

Pills 1st Apr. Ketchikan, 1907.
H. C. Young, Alaska.

J. C. Jessee, administrator,-----Plaintiff.

VS.

In Chancery.

Henry Nicoll.....Defendant.

This cause came on this day to be heard upon the papers formerly read therein and the report of disbursements by Geo. P. Gridlin, special Commissioner, and report of deed by said commissioner to John P. Herndon, both of which reports are filed on this day, and was argued by counsel.

On consideration of all which and there being no exceptions to the said reports, ^{on either of them} it is adjudged ordered and decreed that the said report of disbursements be and the same is hereby approved and confirmed, and that the said report and deed therewith to said John P. Herndon for the land purchased by him in this cause be and the same are hereby approved and confirmed, and the said purchaser shall pay to the said Commissioner for making said deed the sum of \$5.00 ~~that to be done in this cause, the same is stricken from the docket.~~ for which execution may issue if desired, and the Clerk of this Court will allow said purchaser to withdraw said deed from the file in this cause, when said fee is paid.

And there appearing nothing further to be done in the cause, the same is stricken from the docket.

J. C. Jesse Admin
vs. { In Chy.

Henry Nicoll

Final Decree

Entered in C.O.B.
#8, Page 329 &c.

Enter this decree
Sept. 21 1907

H. A. W. Simon

J. C. Jessee, administrator,-----Plaintiff.

VS.

In Chancery.

Henry Nicoll. -----Defendant.

This cause came on this day to be heard upon the papers formerly read therein and the report of sale by Geo. P. Gridlin, Special Commissioner, filed on the 7th day of September, 1907, and was argued by counsel.

On consideration of all which and there being no exceptions to said report, it is adjudged ordered and decreed that the said report of said special Commissioner, and the sale of the tract of land described in the survey and plat filed with said report to John P. Herndon at the price of \$202.00 be and the same are hereby approved and confirmed. And it appearing that the purchaser has fully paid the purchase money of \$202.00, the plaintiff being willing to receive the same at this time, and the purchaser being entitled to a deed to said land, it is further adjudged that Geo. P. Gridlin, who is hereby appointed a special commissioner for the purpose, will execute and acknowledge a deed with covenants of special warranty, ^{conveying} to the said purchaser, the land purchased by him, and will report his action to the Court. And the question, ^{being submitted to the Court} as to whether or not interest should be allowed to the plaintiff on the several sums, ^{which are for} of interest on the ~~at~~ ^{original} ~~logged~~ purchase money notes, for which judgement was given in this cause, from the date the same became due, ^{and the Court having mayturedly considered the same} ~~being submitted to the Court,~~ It is further adjudged ordered and decreed that the said plaintiff shall recover interest at the rate of six per cent per annum on the said sums as follows. On the sums of \$95.00 and \$102.00 from the 6th day of November, 1903, the date of the decree giving judgement for said sums, and on the sums of \$69.00, \$36.00, and \$3.00 from the 22nd day of May, 1907, the date of the decree giving judgement for said sums, and so much of the decree entered in this cause on the 6th day of November, 1903, as is ⁱⁿ ~~not~~ conflicting with this decree as to the said interest on said sums is hereby set aside and annulled.

And it appearing to the Court that the defendant has paid to the Commissioner Gridlin the residue of the said judgement with its interest as herein adjudged, ~~on~~ it is further adjudged ordered and decreed that said Commissioner pay out the said money to the parties entitled thereto including the costs, and report his action to the court until the coming in of which report this cause is continued.

J. C. Jesse, Admr.

vs. { In Chy.

Henry Nicoll

Entered in C.C.B.

8, Page 326 re-

Entry this Decree
Sept. 20, 1907.

At A. W. Strong

J. C. Jessee, administrator &c.

Complainant.

Vs.

In Chancery.

Henry Nicoll.

Defendant.

This cause came on this day to be heard upon the bill of the complainant and exhibits therewith, the ~~said~~ demurrer of the defendant to said bill joinder in said demurrer, the answer of said defendant and exceptions thereto and was argued by counsel.

On consideration whereof the court is of opinion that said bill should be treated as a petition for supplying the papers in the original cause, and for the execution of the decree entered in said cause on the 6th day of November, 1904, and it appearing to the court from said petition that the commissioner appointed by said decree of 6th day of Nov. 1903 to sell the lands mentioned in said decree or enough thereof to pay the several recoveries therein had ^{has failed to act,} It is adjudged ordered and decreed that Go. P. Cridlin ^{be and he is} ~~who is~~ hereby appointed a commissioner in lieu of Commissioner Sewell to execute said decree of the 6th day of November, 1903, and that unless the several sums of money therein decreed to be paid to the said J. C. Jessee, administrator of the estate of M. C. Parsons deceased, are paid by the said Henry Nicoll or by some person for him within ^{sixty} ~~thirty~~ days from this date, the said Cridlin will proceed to sell so much of the tract of land now owned by the said Henry Nicoll and known as the Elk Knob farm ^{as will} ~~to~~ pay and satisfy said decree aforesaid with interest on said several sums from the time they become due respectively.

Before Commissioner Cridlin begins to act he will execute bond before the clerk of this court in the sum of \$500.00 conditioned according to law, and before selling he will advertise the time, place, and terms of sale by posting written notices thereof at three or more public places in said county, one of which will be on the Courthouse door in Jonesville, another on the post-office at Pennington Gap, and another in the neighborhood of said land.

The ascertainment of the liens existing against said land by commissioner, being waived by the said Henry Nicoll by his counsel, and this lien being a prior lien, no reference is thereby made ~~to the time~~ ^{other than that}

~~they~~ had in the original cause. The demurrer to said bill and exceptions to said answer are for the present past, but with the understanding that the plaintiff is to pay any additional costs incurred by filing the present bill which is here treated as a petition. Said Commissioner Cridlin will report his action to a future term of this court. And this cause is continued.

J. C. Jesse, adm.
v. { In Chy.

Henry McCall

Entered in C.O.B.
#8, page 289

Enter this decree

May 22, 1907

H. C. W. Stone

J. C. Pierce Schur vs. Plaintiff
against
Henry Nicks Defendant
The court says

Upon the coming of this case the defendant
moved the court to grant him time until
1st April Ruled 1937 to answer plaintiff's
bill, which motion was resisted by
the plaintiff. On consideration thereof
time is given the defendant until 1st
April Ruled 1937 to answer plaintiff's
bill or suffer the same as he may be
advised. And the case is continued.

J. C. Kasse, Albany
to J. C. Kasse
Vernon - N. H.

Entered in COB.
8, page 258.

Entered this order
J. C. Kasse
Feb 19th 1957.

M. C. Parsons Administrator

75

Henry Nicol.

Upon the calling of this cause
it was stated that the files of papers in
this cause are lost, on motion of the
Plaintiff leave is granted him to supply
the papers in this cause & the cause
is continued.

Therian's Annals
No. 3 Dec
Humboldt

Entered in C.B.
No. 8, page 149-

Enter this decr

May 21st 1906
H. W. Stone

J.C.Jessee Administrator of M.C.Parsons deceased

vs.

Henry Nicol

This cause came on again this day to be heard on the papers formerly read, and the motion of the plaintiff for judgement against the defendant for the unpaid interest, on the deferred installments of the purchase price of the Elk Knob lands sold by the said Parsons in his lifetime to the said Nicol, and was argued by counsel. And it appearing to the court that the Administrator of the said Parsons acting under decrees previously rendered in this cause, was directed to sell the several installments of the purchase price of said land then remaining unpaid, reserving the interest thereafter to become due which duty he performed, and it further appearing to the court that there is now due of said unpaid interest the following sums, to wit, the sum of \$135.00 for the unpaid interest on \$4500.00 for the year 1901, which became due and payable December the 1st 1901, on which there has been paid the sum of \$40.00; the sum of \$102.00 being the interest on \$3400.00 for the year 1902 which became due and payable on the 1st day of December, 1902; that there will become due the sum of \$69.00 on the 1st day of December, 1903, being the interest on \$2500.00 for the year 1903; that there will become due on the 1st day of December, 1904, the sum of \$36.00 being the interest on \$1200.00 for the year 1904, and that there will become due on December the 1st, 1905, the sum of \$3.00 being the interest on \$100.00 for the year 1905.

On consideration of all of which it is adjudged, ordered and decreed that J.C.Jessee, administrator as aforesaid will recover of Henry Nicol the sum of \$135.00 as of December the 1st, 1901, subject to a credit of \$40.00, as of the same date; and the sum of \$102.00 as of December the 1st 1902, with interest on each of said sums from the time they become due; and that he recover \$69.00 which will become due and payable on the 1st day of December, 1903; the sum of \$36.00 which will become due and payable on the 1st day of December, 1904; and \$3.00 which will become due and payable on the 1st day of December, 1905;

And it is further adjudged, ordered and decreed that unless the said three sums first hereinabove decreed are paid to said administrator, on or by the first day of January, 1904, then it

shall be the duty of D.C.Sewell, the Commissioner heretofore appointed in said cause, to sell a sufficiency of said land in the bill and proceedings mentioned to pay the same, and in making said sale, said commissioner will advertise as required by said former decree and shall in all things govern himself by the terms of said former decree; and if the other sums herein decree are not paid within 30 days after they become due it shall likewise be the duty of said Commissioner to sell enough of the said land in the bill and proceedings mentioned to pay the same conforming in all particulars, should sale be made, to the terms of said decree providing for a sale of said land.

It is further adjudged, ordered and decreed that each and all of the sums herein decreed are a lien upon the lands in the bill and proceedings mentioned being the Elk Knob farm sold by M.C.Parsons in his life time to Henry Nicol. Said Commissioner will report his proceedings under this decree to some future term of this Court

And this cause is continued.

Parson's admas.
vs. { in Chy

Henry Nicol

Entered Nov. 6 - 1903
Chy. V. B. 7. P. 360.

Enter this decree
H A W, Shun
Nov. 6th 1903

Parsons' Administrator

Vs.

Henry Nicoll

This cause came on this day to be heard upon the papers formerly read, and the report of D.C.Sewell, Special Commissioner, filed on March 4th 1901 to which there are no exceptions, and was argued by counsel. On consideration whereof, said report is confirmed. And it appearing from said report that an installment is past due since December the 1st, 1900 and is due to Wright Stickley, assignee, and that there is a year's interest due J.C. Jessee administrator past due and payable: It is therefore adjudged, ordered and decreed that unless said installment with its interest at the rate of 6% since said 1st day of December, 1900; and the said interest due said Jessee administrator be paid within thirty days from this date then D.C. Sewell, who is hereby appointed a commissioner for the purpose, will sell so much of the said Henry Nicoll land as may be necessary to pay the same. He will ~~give~~ give bond before the Clerk of this Court in the penalty of \$3000. to duly perform his duty as such commissioner; he will ~~also~~ advertise the said land for at least thirty days prior to said day of sale by posting three or more written or printed notices of the time terms and place of sale, one of which shall be at the front door of the Courthouse of this County, and another in the vicinity of said land. He will make sale thereof on some Court day at the front door of the Courthouse to the highest and best bidder on a credit of six and twelve months time, except a sum sufficient to pay the cost and commission of sale which he will require to be paid cash in hand, and for the deferred payments take bonds payable to himself as commissioner bearing interest at the rate of 6% from day of sale with good personal security. ~~And said Commissioner Sewell as the other installments fall due, if found necessary, will proceed to sell so much of said land as may be necessary to pay the same, governing himself by the terms and directions of this decree directing sale for the installment now past due.~~ He will report his action hereunder to a future term of this Court. And the cause is continued.

Parsons Adams

vs

Henry Nicoll

Entered on O.D.

Nov. P. 525.

Enter this

piece

Nov 8th/901

J. C. JESSEE, ADMR. - - - - - Plaintiff.

Vs. In Chancery.

HENRY NICOLL, - - - - - Defendant.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
Lee County, Virginia:

Your undersigned Special Commissioner pursuant to a decree entered in the above styled cause on the 22nd day of May, 1907, proceed on the 7th day of September, 1907, to make sale of a part of the lands in the bill and proceedings mentioned to pay off the judgment in favor of the plaintiff. Before making said sale your Commissioner advertised the time, terms and place thereof by posting notices as required by said decree a copy of which notice is hereto attached as part hereof.

Before the day of sale a question arose between the parties to the cause as to whether or not interest should be calculated on the amount of the judgments recovered by the plaintiff from the defendant. It is the contention of the plaintiff that interest should be counted and collected on said judgment although said judgments are for interest, because they became a debt on the day they became due, and should bear interest from that time. It is the contention of the defendant that it is error to calculate interest on interest, and that the decree entered in the cause giving judgment for said amount with interest is erroneous as to the interest feature. It was therefore agreed between the parties that this question should be submitted to the Court for decision and in the mean time that Your Commissioner should go on and sell land enough to pay off the principal of said judgments. By further agreement, on the request of the defendant your Commissioner offered for sale a certain portion of the Elk Knob farm, which the defendant had surveyed, and a plat and description of which is herewith filed marked Survey No.1. This tract of land contain 10 1/10 acres, and was knocked of to J.P. Herndon at the price of \$20.00 per acre, or \$202.00 for the tract, that being the highest and best bid therefor. Mr. Herndon completed

his purchase by giving his check for the full amount of \$202.00, it being agreeable to the plaintiff that the purchase money be all paid down if desired by the purchaser. This sale lacked \$103.00^{plus Costs + Commissions of sale.} of raising a sum sufficient to pay off the principal of said judgments but the ~~xxxxx~~ defendant promised to pay off the balance in cash, and this was agreeable to the defendant, so no more land was sold by your Commissioner. It is proper however to state that said defendant has not yet paid off the residue of said judgments, and unless he does so sale should be made of an additional amount of said land to pay of the residue of said judgments.

All of which is respectfully Submitted.

Geo. P. Cridlie Spec. Commr.

L-A-N-D- S-A-L-E .

J. C. Jensee, Admr. &c. - - - - - Plaintiff.

Vs. In Chancery.

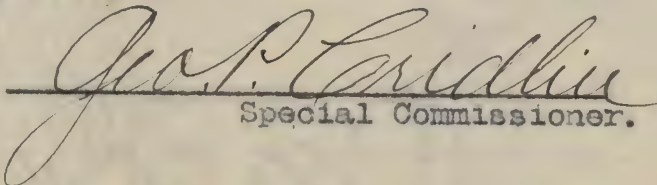
Henry Nicoll - - - - - Defendant.

Pursuant to a decree rendered by the Circuit Court of Lee County, Virginia, on the 22nd day of May, 1907, in the above styled cause, the undersigned will, at public outcry, at the front door of the Courthouse of said County, on the 7th day of September, 1907, proceed to sell, the the highest and best bidder, the following described property:

The tract of land now owned by the defendant, lying in Lee County, Virginia, and known as the Elk Knob Farm, and which was purchased by said defendant from M. C. Parsons, deceased. Enough of this tract of land will be sold to pay off the judgments obtained against the defendant by the Plaintiff in this cause. For a more particular description of said tract of land reference is made to the title papers of the said Henry Nicol.

TERMS OF SALE: Sum sufficient to pay costs of suit and Commissions of sale, cash in hand; the residue to be paid in Six and twelve months from date of sale, bearing interest from that date; bond with good and approved personal security required of purchaser for deferred payments.

This the 7th day of August, 1907.


Special Commissioner.

J. C. Jessee, Admr. - - - - - Plaintiff,

Vs.

In Chancery.

Henry Nicoll - - - - - Defendant.

Your undersigned Special Commissioner who was by a decree entered in this cause on September the 20th, 1907, directed to pay out the costs in his hands to the parties entitled thereto, and to disburse the residue of the funds in his hands to the party entitled to the same, begs leave to report that he has disbursed ~~said~~ said money by paying out the costs as taxed by the Clerk taking receipts therefor, and that he has paid the residue of said fund over to G. I. Duncan, attorney for J. C. Jessee administrator and has taken his receipt therefor, which residue amount to the sum of \$352⁸⁰, being the full amount of the judgment going to the said plaintiff, with its interest as adjudged by the Court, ~~after payment of cost of \$2.56 adjudged to be paid by plaintiff in this cause~~
All of which is Respectfully Submitted.

Geo. P. Credlin
Special Commissioner.

J. C. Jesse, admr.

vs. { In Chy.

Harry Nicoll

Report of Disbursement

Filed on 21st day of
Sept. 1907.

H. C. D. Ewing, Clerk

Virginia;

At a Circuit court continued and held for Lee county, at the court-house thereof, on Friday November the 6th, 1903.

J.C.Jessee, Admr. of M.C.Parsons, deceased,

vs

Henry Nicoll.

This cause came on again this day to be heard on the papers formerly read, and the motion of the plaintiff for judgment against the defendant for the unpaid interest, on the deferred installments of the purchase price of the Elk knob lands sold by the said Parsons in his lifetime to the said Nicoll, and was argued by counsel.

And it appearing to the court that the Administrator, of the said Parsons acting under decrees previously rendered in this cause, was directed to sell the several installments of the purchase price of said land then remaining unpaid, reserving the interest thereafter becoming due, which duty he performed, and it further appearing to the court that there is now due of said unpaid interest the following sums, to-wit; the sum of \$135.00, for the unpaid interest on \$4500.00, for the year, 1901, which became due and payable December, 1st, 1901, on which there has been paid the sum of \$40.00; the sum of \$102.00, being the interest on \$3400.00, for the year 1902, which became due and payable on the 1st day of December, 1902; that there will become due the sum of \$69.00, on the 1st, day of December, 1903; being the interest on \$2300.00, for the year 1903; that there will become due on the 1st, day of December, 1904, the sum of \$36.00, being the interest on \$1200.00, for the year, 1904; and there will become due on the 1st day of December, 1905, the sum of \$3.00, being the interest on \$100.00, for the year 1905.

On consideration of all which it is adjudged, ordered and decreed that J.C.Jessee Admr. as aforesaid will recover of Henry Nicoll the sum of \$135.00, as of December the 1st, 1901, subject to a credit of \$40.00, as of the same date; and the sum of \$102.00, as of December the 1st, 1902, with interest on each of said sums from the time they become due; and that he recover ~~per~~ \$69.00

which will become due and payable on the 1st day of December, 1903; the sum of \$36.00, which will become due and payable on the 1st, day of December, 1904; and \$3.00, which will become due and payable on the 1st, day of December, 1905; and it is further adjudged, ordered and decreed that unless the said three sums first hereinabove decreed are paid to said Administrator, on or before the first day of January, 1904, then it shall be the duty of D.C.Sewell the Commissioner heretofore appointed in said cause, to sell a sufficiency of said land in the bill and proceedings mentioned to pay the same, and in making said sale, said Commissioner will advertise as required by said former decree and shall in all things govern himself by the terms of said former decree; and if the other sums herein decreed are not paid within 30 days after they become due it shall likewise be the duty of said Commissioner to sell enough of the said land in the bill and proceedings mentioned to pay the same, conforming in all particulars, should said sale be made to the terms of said decree providing for the sale of the said land.

It is further adjudged, ordered and decreed that ~~of the~~ each and all of the sums herein decreed are a lien upon the land in the bill and proceedings ~~mentioned~~ mentioned being the Elk Knob farm sold by M.C.Parsons in his life time to Henry Nicoll. Said Commissioner will report his proceedings under this decree to some future term of this court, and the cause is continued.

A copy;

Teste, AB Munsey Clerk.

J. C. Jessee Adm^r

W^y Copy Deere

Henry Nicoll

"Exhibit A"

~~Copy for D. C. Jewell~~

95
102
69
36
3
305

*J. C. Jester, admr.
for
Harry Nicoll*

To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County.

Your undersigned special Commissioner, who was directed by decree entered in the above styled cause on the 20th day of September, 1907, to execute and acknowledge a deed, conveying to said John P. Herndon the tract of land purchased by him in said cause, begs leave to report that he had executed and acknowledged said deed, conveying said tract of land to said Herndon with covenants of special warranty, and said deed is herewith filed as part hereof marked "DEED".

All of which is respectfully submitted.

Geo. P. Cridlin, Spe. Comm.

J. C. Jessee, Admr

v2. { In chg.

Harry Nicoll

Report of Deed

Filed Sept 21st 1907

H. C. P. Ewing, Clerk

I have Surveyed a Tract of Land for H. Nichols
and J. P. Herndon on the North Side of The Elk Knob
Beginning at a Locust-post on The East-side of
a Branch a Corner to Wm. Tritts Heirs and original
Corner to The Elk Knob farm. Thence ^{with Herndon's Line} up a Branch. \angle
 $S 19^{\circ} 30' E$ 319 feet to a stake, $S 35^{\circ} 45' E$ 200 feet to a stake
 $S 17^{\circ} 30' E$ 326 feet to a stake. $S 31^{\circ} 30' E$ 297 feet to a sta
in The Hollow Thence leaving The Hollow.
 $S 74^{\circ} W$ 46 feet to a Small Locust. $S 82^{\circ} W$ 149 ft.-
to a ash. $S 80^{\circ} W$ 141 ft. to a Small Walnut.
 $N 44^{\circ} 30' W$. 221 feet to a Locust. $N 49^{\circ} 30' W$ 166 ft.-
to a Large Walnut. $N 47^{\circ} W$ 364 ft. to a Locust.
 $N 16^{\circ} W$ 39 feet to a Locust-Post Corner to Tritts
Land. Thence with a conditional Line and
fence. $N 36^{\circ} \frac{1}{2} E$ 200 ft. to a stake. $N 37^{\circ} 45' E$ 461
feet to the Beginning. Containing Ten and one
Tenth acres. $10 \frac{1}{10}$ ac's.

W. E. Thompson
S. L. C.

Sept 4/1907



— H. NICHOLS —
— TO —
— J. P. HERNDON. —

10 $\frac{1}{2}$ ACR'S ELK. KNOB.

200 FT. 1 inch
SCALE

SEP. 4. 1907.

T.

Surveyors Plat
of

J. P. Herndon 10 $\frac{1}{10}$ acs

"Surveyors No. 1"
with Comm. Report of Sale

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

Henry Nicoll

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on

the *3rd* Monday in *January*, 190*7*, to answer a bill in chancery exhibited against *him*
in our said Court by J. C. Jesse, Administrator of the Estate of M. C. Parsons, Decd.

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *26*
day of *December*, 190*6*, and 13*1* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

_____, Clerk.

J. C. Jesse, Admr. of
M. C. Parsons, Deed.

VS

}

SUBPOENA
IN
CHANCERY.

Henry Nicoll

Duncan & Bridgman p. q

To 2nd January Rules.
Lee Circuit Court.
1907.

executed by
delivering a true
copy of the
within to
Henry Nicoll
this Dec 31. 1906
J. J. Hughes D.D.
for P. M. Ball
L. L. C.